

**REGULATORY BOARDS SYSTEM (RBS) REPLACEMENT  
RFP # 317.03-114**

**RFP Amendment 2**

**Responses to Written Comments**

Item#	Question	Response
	<b>Note: in the questions that follow, any vendor's restatement of the text of the Request for Proposals (RFP) is for reference purposes only and shall not be construed to change the original RFP wording.</b>	
1.	Given the Governor and State of Tennessee's initiatives to eliminate the sending of contracts, and jobs, out of the United States, will companies who employ 100% in the US be given preferential status in the bid process?	The present RFP does not include any preferences in the evaluation of proposals for vendors using U.S. labor.
2.	Have funds been appropriated for this project? Is an appropriation amount for the project public record?	The status of budgets in the Departments is as follows:  Commerce and Insurance – No specific budget for Replacement RBS.  Health – \$800,000 per year, set aside for Capital Improvements, for a total of \$4,000,000 over five (5) years.  Financial Institutions – No specific budget for Replacement RBS.
3.	Can the State make a Word or RTF version of the RFP available in soft copy electronic form?	Yes. The State will provide a Word version of the RFP to any vendor who requests this in writing. Vendors may send such requests via email to the RFP Coordinator listed in RFP Section 1.5.1.
4.	Have any vendors demonstrated their systems for the State in the past year in regards to this project? If so, could you please provide the names of those vendors?	A Request for Information was released in 2003, with several vendors responding. This process was limited to written responses and the State did not request software demonstrations.
5.	Was the current RBS vendor involved in any way in assisting the State in the development, formulation, or drafting of this RFP or its scope of services and in such a way as to be ineligible to respond to this RFP?	No, the current vendor was not involved in the development of this RFP. The RFP was developed jointly between Health, Commerce & Insurance, and Financial Institutions.
6.	Is there any provision for protecting proprietary and confidential information? If so, how should that material be marked in the proposal?	There is no provision for protecting selected portions of a given proposal. See RFP section 4.14, which states:  "Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with <i>Tennessee Code Annotated</i> , Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection."
7.	Is there any provision for taking exception to any of the	Yes. As described in RFP Section 4.1, page 12, the time to raise exceptions was prior to the Written Comments

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	requirements, terms, and conditions set forth in the RFP?	<p>Deadline. This deadline was August 13, 2004, as stated in the RFP Schedule of Events.</p> <p>With the exception of the submission of Contractor Licensing Agreements, which is allowed in accordance with Pro Forma Contract Section A.5, the State warns the vendor that submission of the vendor's own terms and conditions may result in the rejection of the vendor's Proposal.</p> <p>As stated in RFP Section 4.3.5, a "Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected."</p>
8.	Does the State have any expectation as to the amount (percentage) of project work that will be performed on-site?	The State expects the vendor to designate the appropriate resources and key personnel to the project to ensure all tasks will be completed, as described in Contract Attachment I, Section I.2.7.1. As the project progresses through the different phases, the State expects the resources and key personnel, responsible for the successful delivery of the required deliverables to be working on-site and dedicated full-time to the RBS Replacement system.
9.	Where should sample Contractor Licensing Agreements (Section A.5 on p. 23) be included in the proposal?	<p>The Proposer shall include Sample Contractor Licensing Agreements as addenda to the Proposer's response to Attachment 6.3, Section A, item A.1, and reference the "Proposal Page #" of the addendum; as described in RFP sections 3.2.2 and 3.2.4.</p> <p>Important Note: The State shall consider any licensing agreements provided as described above as "samples" only. The inclusion of addenda as described above does not prefigure or constitute, in any way, State acceptance of the contents of the addenda. As stated in <i>Pro Forma</i> Contract Section A.5: "in the event of any conflict between the terms of this Contract and the terms of any Contractor software licensing provisions, the terms of this Contract shall prevail. In addition, the State reserves the right to modify the Contractor's software licensing provisions prior to agreeing to them, if the State deems this necessary in order to meet State legal requirements."</p>
10.	Please clarify the meaning of the following: "The system must have the ability to receive and store information pertaining to decals/inspections via any electronic means." (Section A.2.7.3 on p. 101) Can you be more specific on what is meant by "any electronic means"?	Through Electronic Data Interchange and data entry screens. Refer to Contract Attachment D, Section D.4.6.
11.	Which vendor is responsible for displaying license information on the Department of Health Web site? (Section A.2.9.12 on p. 112) Is this NIC's responsibility?	No, this is not NIC's responsibility. The State is responsible for displaying license information on the web site, following State portal guidelines.
12.	Are the activities described in Section A.4.2.2 "Verify Credit Card Clearinghouse Payment" automated or	Currently this is a manual process.

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	manual? (p. 151)	
13.	Does the State have any preference between an SQL Server/.NET approach or an Oracle/Java approach?	No. Either solution is compatible with the State standards for a technology platform.
14.	If the vendor is currently migrating their application to .NET, and will have that version available by the project implementation, is that satisfactory?	Vendors must be capable of demonstrating their core application during the product demonstration. Failure to demo their software solution will result in a score of 0 for this portion of the technical evaluation (reference RFP Attachment 6.3, Technical Proposal & Evaluation Guide, Section D).
15.	Re: the State's Information Technology Methodology, the URL <a href="http://www.intranet.state.tn.us/finance/oir/SDS/itm/WebPage/WebSite/ITMhome.htm">www.intranet.state.tn.us/finance/oir/SDS/itm/WebPage/WebSite/ITMhome.htm</a> supplied on page 264 does not seem to work. Could you please supply an alternate URL?	Yes. The link is as follows:  <a href="http://www.state.tn.us/finance/oir/itm/WebPage/WebSite/ITMhome.htm">http://www.state.tn.us/finance/oir/itm/WebPage/WebSite/ITMhome.htm</a>  It now requires a login and password; use the following: userid: <i>vendor1</i> password: <i>connection095</i>
16.	Please clarify the intent of the following: "B.14 Provide public sector customer references for installations of software that supports Licensure and Regulation functions similar to those to be supported by this RFP. Projects representing both three of the larger accounts currently serviced by the vendor and three completed projects." Is the intent to provide 6 different references?	Yes, the intent is to have six different references. Three current larger accounts and three references for projects already completed.
17.	Please list and describe all the services that are offered through the State of Tennessee portal, processed initially by NIC, and then passed to the RBS.	Current services are the changing of updateable license data and renewal of licenses that have a pending renewal or are within a specified number of days prior to expiration. This is provided for most professions at the Department of Health, and soon to be implemented for the Auctioneers Board at the Department of Commerce and Insurance. Please reference the table in Contract Attachment D, Section D.3.2.1, for more information. In the future, depending on the replacement system, other application transaction types could be processed through NIC.
18.	Section 4.14 Disclosure of Proposal Contents (p. 15): Can any information within a proposal be deemed "proprietary information" and therefore exempt from disclosure?	Please see State's response to Item #6, above.
19.	Pro Forma Contract Section E.4.a State Ownership of Work Products (p. 36): Given the product being procured will be an existing COTS solution; will the State accept the addition of language to define the ownership of this preexisting software? Specifically, that: The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as preexisting materials incorporated in any custom Deliverable. Upon final payment, State shall have a nontransferable, perpetual license (without right to sublicense), for purposes of its internal business to use.	The State believes that the vendor's concern is already addressed, for the most part, in <i>Pro Forma Contract</i> Section E.4.  The State will amend <i>Pro-Forma Contract</i> Section E.4. to reflect additional protections of Contractor proprietary items. See <i>Revisions to RFP and Pro Forma Contract</i> item 11.
20.	Section A.3.5.2.5 Transfer Payment (p. 146): Please clarify the intended meaning and possible values of	"Transfer Class" should be "Transaction Class", which is a field that defines what type of transaction is being

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	“transfer class.”	<p>updated. See attached <i>Revisions to RFP and Pro Forma Contract</i> item 20.</p> <p>The possible values of Transaction Class are as follows:  A - Reapply  B - Downgrade  E - Reinstate  I - Initial  M - Miscellaneous  R - Renewal  U - Upgrade  X - Exam</p>
21.	Section C.3 Fixed System Report Requirements (p. 211): Can you please clarify, is it the intent the RBS System to have the capability to produce reports listed which the State than create with this functionality, or should pricing include costs for vendors to produce all reports listed?	<p>The State requires the vendor to include all reports listed in Contract Attachment C, Section C.3, or their equivalents within the fixed-price for the replacement RBS system as proposed.</p> <p>The State welcomes the vendors to cross reference the reports in Contract Attachment C, Section C.3, with the standard reports delivered with their proposed software solution. If the standard delivered report will provide the same information as the report listed in Section C.3, the State will be willing to consider this alternate report to avoid additional development expenditures.</p>
22.	Section 5.3.4 (p. 18): Is it the State’s intent to negotiate with the selected vendor on any terms and conditions or revised pro forma contract requirements the State wishes to add subsequent to this RFP process?	<p>As stated in RFP Section 5.3.4, the “Proposer with the apparent best-evaluated proposal <u>must</u> agree to and sign a contract with the State which shall be substantially the same as the RFP Attachment 6.1, <i>Pro Forma Contract</i>.”</p> <p>The State does not anticipate negotiating any terms of the Contract. However, the State does reserve the right “to add terms and conditions or to revise <i>pro forma</i> contract requirements in the State’s best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.”</p>
23.	Section D.3.2 Interface to State Portal (p. 230): Can you please define what online features the vendor is expected to provide, and which features are to be supplied by NIC and the RBS will interface with? For example, demonstrations are to include “renewing a professional license online” (D.1 on p. 310): does this imply that the vendor should include this online feature in its costs, or will the State be using existing NIC functions for the Contractor to interface with? Please clarify what functionality needs to be shown in the demonstration re: online renewals.	<p>The State expects the vendor to include all online functions contained in their “core” application. The State also expects the vendor to interface with NIC, with NIC providing the citizen-facing functionality. The replacement RBS will use NIC for the license renewal functions by the licensee, by way of the current XML transactions in the RFP; similar transactions may be proposed for initial license applications. Similar transactions entered by State personnel, from documents mailed by the licensee, would not use the NIC interface; they should be supported by the base system. It is the States intention to have the vendor include all its core functionality in the Cost Proposal. As stated above, the State would expect to see all functionality of their core application included in the Software Demonstration.</p>

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		However, for the portions of the system that interface with NIC, the Proposer shall distribute documentation that confirms the existence of the interface data. The Proposer is not required to demonstrate a working interface with NIC.
24.	Section D.3.2 Interface to State Portal (p. 230): Which system maintains the “master” copy of licensee data, the RBS or the NIC portal? Can you provide additional interface details on the State Portal (e.g., the format of the renewal fee file)?	<p>With respect to transactions through the state portal, the only place licensee data is stored is in the RBS system. NIC gets this information through the XML interface. Please reference Contract Attachment D, Section D.3.2.1, for more information. The transaction "License Renew" contains the information about the payment. ("This transaction contains the data sent from NIC to RBS to indicate renewal payment by the licensee over the web.")</p> <p>Note that this should not be confused with the "Revenue Input File", which also contains renewal fee payment information, which comes from the Department of Revenue and is documented in Contract Attachment D, Section D.4.1, as "a file of payments received, with 69 character records, generated from ‘scan lines’ printed on applications by the System.”</p> <p>The XML schema definition files and file formats may be found on the following website:  <a href="http://state.tn.us/finance/oir/pcm/rfps.html">http://state.tn.us/finance/oir/pcm/rfps.html</a></p>
25.	Section D.4.4 Interface with the Secretary of State (p. 232): Please clarify how this interface (“automatic notice”) is to work. For example, is a notice sent to the RBS to process? Or is there some kind of API developed which the Secretary of State Business Filing Database uses to notify the RBS?	Contract Attachment D enumerates the interface requirements. Presently there is no method by which RBS automatically interfaces the Secretary of State Business Filing Database, or vice versa. We ask that the vendor describe in their Proposal how they propose to provide that ‘automatic interface’.
26.	Section D.4.5 Continuing Education Interface (p. 232): Is it the Contractor’s responsibility to download this information on a one time basis, or periodically (monthly, quarterly, yearly)? Please clarify which aspects of CE information and maintenance the State and the Contractor are each responsible for.	The Vendor must provide an interface to accept CE information and provide functionality to update RBS. This would be a periodic, as needed update.
27.	Attachment G Data Conversion (p. 246): Please clarify the responsibilities the State will take on. G.2.1.4.g states that the “The Contractor will be required to perform all automated and manual conversion tasks,” yet in other places in the document (e.g., the first paragraph on page 246) the RFP says that the State will assist in automated and manual tasks with regards to the data in the RBS system. For example, will the State be responsible for the extraction of the data? Will the State be responsible for the actual cleansing/purification of the data, once problems are identified? Will the State be responsible for the eliminating duplicates? Can you estimate the number of unique individuals (eliminating duplicates) that are managed by the current RBS?	<p>There are approximately 600,000 individuals, 300,000 active and 300,000 inactive currently in RBS.</p> <p>The State will help with conversion tasks to be identified in the conversion plan and approved by the State. The State will use the Informix dbexport utility to extract the profession data to a set of text files that the vendor can then use for conversion. The vendor will develop the conversion program to populate the necessary information within the RBS Replacement database.</p> <p>Cleansing/purification: contractor will identify data elements that cause problems in conversion; state will either resolve by providing instructions to omit the data from conversion, or will modify the data on the current RBS to eliminate the problem.</p>

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		Duplicates: State will resolve any duplicates identified by contractor within a single profession; duplicates across two or more professions but within a single department will be identified and related as "multiple licenses held by a single individual" as required by the RFP.
28.	Section G.2.1.3.b (p. 247): Will the State perform data cleansing in the existing database prior to implementation conversion?	The State has been working on cleansing data and duplicated data over the past 2 years. However there are no planned projects to purify the data prior to conversion.  Also, see the response to question # 27 above.
29.	Section G.5.2.2 Profession Level Databases (p. 252): Are all 211 databases mentioned "production" databases or does this number include test and development databases? How many separate databases must be converted?	There is a production database for each profession, and each existing database must be converted into an integrated database for each department (Health, C&I, FI).
30.	Section H.2.7 Development Standards (p. 259): Re: the statement "No downloads to client will be accepted" does this mean that servlets and applets cannot be used because they are "downloaded" to the client via the browser?	No downloads will be accepted; however, servlets and applets will not be considered as downloads.
31.	Section H.7.3 Response Time (p. 262): If boards are being brought on one at a time, does the first month refer to when the board first goes into production, or to when the application is installed and used for the first time?	Used in production for the first time.
32.	Attachment 6.3, Section D (p. 310): Is it permissible to distribute handouts at the demo as an aid to understanding the system?	Yes.
33.	Attachment 6.4 Cost Proposal: Are one-time Software License costs (for 600 users) to be included in the "Design Phase 6.4.A.1" or in the "Software License/System Support 6.4.B.1" phase? Standard pricing for COTS solutions typically have a one-time fee for the Software License in the Design Phase, with "System Support" as a separate recurring cost.	<p>More than one vendor has expressed a desire for the State to separate the initial licensure fees from the recurring system support fees. After careful consideration, the State had decided to honor this request, and amend the <i>Pro Forma</i> Contract accordingly.</p> <p>The changes apply to both the base license (600 users) and additional users (blocks of 25 users to be added at the State's option). Therefore, the State is making significant amendments to the <i>Pro Forma</i> Contract Scope of Services and Payment Terms and Conditions.</p> <p>In addition, the State must amend RFP Attachment 6.4 to add separate tables in which the Proposer will submit its proposed one-time, initial licensure costs.</p> <p>See <i>Revisions to RFP and Pro Forma Contract</i>, items 1 through 10, and item 14.</p> <p>All costs for one-time, initial licensure must be included in the appropriate tables in RFP Attachment 6.4, as amended. Consequently, vendors shall <u>not</u> include any costs for initial licensure as a part of the costs proposed for the Design Phase in RFP Attachment 6.4, 6.4.A.1.</p> <p><b>WARNING: BE ESPECIALLY CAREFUL TO SUBMIT YOUR COST PROPOSAL ON THE LATEST AMENDED VERSION OF RFP ATTACHMENT 6.4. FAILURE TO USE THE AMENDED VERSION WILL</b></p>

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		RENDER YOUR PROPOSAL NON-RESPONSIVE AND IT WILL BE REJECTED.
34.	Attachment 6.4 Cost Proposal: “Additional Users 6.4.C.1” – Given that Software Support is being quoted in section 6.4.B, is this section for the costs for Additional Users (25 per unit)?	Please see the State’s response to Item #33 above.
35.	Would the State be willing to grant an exemption to allow the systems vendor to offer fee-based electronic transactions instead of the NIC? If so, what would the process be for receiving such an exemption?	It is not our intention to make an exception to State policy regarding NIC transactions.
36.	Is it necessary for staff to be on-site as specified in Section I.2.7.1.2?	Please see the State’s response to Item # 8 above.
37.	Where is the vendor welcome to provide exceptions to the Technical Proposal terms and conditions?	Please see State’s response to Item #7 above.
38.	[a] Is a vendor welcome to propose an alternative project phasing and implementation that achieves a superior result? If so, the format given in the Cost Proposal does not apply, so would the wording in sections 3.3.3 and 4.5 still be enforced, causing the proposal to be rejected? [b] Is it acceptable to provide a detailed pricing section as an appendix to the Cost Proposal?	<p>[a] No. The Proposer’s response should follow the exact requirements laid out in the RFP. Failure to do so may result in proposal being deemed non-responsive and rejected.</p> <p>[b] No. See RFP Section 3.3.2: All costs, without exception, “must be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Evaluation Guide.” See also RFP Section 3.3.3 which states: “<u>Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.</u>”</p> <p>Proposers may provide additional detail <u>within the Technical Proposal</u> to explain their approach, but this detail, and the approach described, must conform to the project phase structure laid out in the RFP. It is <u>NOT</u> acceptable to provide additional detail in the Cost Proposal.</p>
39.	Attachment 6.3, B.16 requires evidence of either ISO or CMM. Is one of these designations a prerequisite to being the selected vendor?	Vendors will be evaluated and scored according to if they meet the criteria defined in Attachment 6.3, B.16. However, this alone is not a mandatory prerequisite.
40.	Section I.2.2 specifies that the system must be delivered according to section I.5. Is the November 1/05 Go-live date flexible? Explain the business drivers behind the cut-over date.	<p>Contract Attachment G, Sections G.2.1.1 and G.2.1.2 describe the target conversion.</p> <p>Contract Attachment I, Section I.5, is labeled as a “<b>Draft Project Schedule</b>,” and the proposer may propose another schedule while observing that the expectation is that the implementation for the Departments of Health and Financial Institutions will be completed in three months.</p> <p>See also the amended Draft Project Schedule, in the attached <i>Revisions to RFP and Pro Forma Contract</i>, item 17.</p>
41.	Does the entire solution have to be thin-client, or, is the State open to a hybrid solution that employs a combination of thin-client, client-server, and remote	Proposals with user interfaces to certain functions, e.g. system administration, other than that browser-based will be considered if documented in the proposal. The

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	presentations to best fit the requirements?	expectation, if not stated otherwise is a browser based interface and that the majority of functions / users interactions will be through a browser interface.
42.	The number of users is listed at 600, and 600 concurrent. How many users would need individual accounts on the system? Of this total, how many are: internal staff members? external "authenticated" user? How many perform field inspections?	<p>Approximately 600 total users will access the RBS system.</p> <p><u>Financial Institutions:</u>  Total users needing individual accounts on the system - 65  Internal Staff - 34  External users - 31 (all external users are field examiners that do inspections)</p> <p><u>Health:</u>  300 total users, 100 concurrent users, no breakdown internal, external, and inspectors.</p> <p><u>C&amp;I:</u>  300 concurrent users, no breakdown of internal, external, and inspectors.</p>
43.	[a] What is the approved budget for the project? [b] Is this a one-time expenditure or part of a multi-year initiative?	<p>[a] Please see the State's response to Item #2 above.</p> <p>[b] As stated in <i>Pro Forma</i> Contract Section B.1, the initial term of this Contract is three (3) years. Expenditures over the life of the contract will be estimated at the time of Contract execution. However, the Contract is subject to funds availability, as described in <i>Pro Forma</i> Contract Section E.3. The State will pay for work as it is completed.</p>
44.	Has the State received presentations and/or product demonstrations in the past 12 months with respect to this system? If so, by which vendors?	No vendors have demonstrated their systems within the past year. A Request for Information was released in 2003, with several vendors responding. See also the State's response to Item #4, above.
45.	Attachment 6.3, A.3: Is the statement to be signed?	<p>No, the Proposer will not sign in the block in Attachment 6.3, A.3 that contains the message. This is intended to communicate the State's requirements.</p> <p>Assuming the Proposer is in compliance, the Proposer shall restate the requirement, using a statement substantially similar to the one made in A.3, addressing all aspects of the statement, in its response to Attachment 6.3, Section A, item A.3.</p>
46.	What, if anything, is to be added in the RFP for Section D – Software Demonstration?	The State is not certain of the intent of the question. However, if the vendor is referring to the "Proposal Page #" column of Attachment 6.3, Technical Proposal & Evaluation Guide, Section D, see the State's response to Item #76, below.
47.	Is it acceptable to propose a solution based on section H.4 using the IIS web server instead of Apache?	A combination of servers described in Contract Attachment H, Sections H.4 and H.5, are acceptable; e.g. a Unix server (H.4) serving as an application server with web server(s) using IIS, as long as all the servers proposed are as described in Section H.4 or H.5.
48.	F.2 (#2) Does the State anticipate the training of State staff in addition to the numbers specified in this section?	No, not by the vendor.
49.	F.2.2 refers to off-site training. Is this end-user training?	This is user end training performed by the State staff that



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	Approximately how many people, and in how many locations?	the vendor trained in “Train-the-Trainer.” See <i>Revisions to RFP and Pro Forma Contract</i> item 21.
50.	F.2 (#6c) Does the State expect the Contractor (Trainer) to deliver a pilot training session for each of the courses in the training plan? (e.g. User training on business processes, Profession creation, Security, Support, Database administration)	The vendor is expected to meet the training requirements of the contract.  How the vendor plans to accomplish the training is to be discussed in their proposal.
51.	H.1. Is the State open to a solution that uses a Sun/Unix server (alternative 1) with Microsoft IIS web servers (alternative 2)?	Yes, as long as the proposed solution utilizes the State’s technical architecture standards. See also the State’s response to Item #47 above.
52.	Can you provide a complete list of professions? If professions are grouped into various groups, can you provide the grouping as well?	Yes, the list of professions is attached below. See the attached RFP Amendment 2, Responses to Written Comments, Attachment 1.
53.	The data model provided with the RFP is labeled “...Health...” Is this data model comprehensive or representative of other departments?	This is conceptual logical data model of all departments, however it is recognized that further review may be required to validate that it is complete.
54.	Do you have any workflow diagrams available that would describe the logical sequence of your business processes?	While the processes that are defined in the Business Requirements follow basic workflow, the State desires that the vendor propose work flows that reflect best practices and their core system.
55.	Is NDR accessible through ODBC?	The National Data Repository is a name for a series of repositories that are profession specific; medical doctors would be one, nurses another, etc. Not all professions would have a repository. The purpose is to query the repository as part of a due diligence process to see if there is any disciplinary history for an applicant. The Investigation unit updates these repositories once disciplinary action is taken by a licensed professional. A hyperlink is all that is required for a specific profession requiring a disciplinary check. Reference Contract Attachment D, Section D.3.5.
56.	In section D.4.6 is the attachment of electronic documents accomplished manually? For example, a user would manually drag the appropriate electronic document and associate it with the process in question?	Yes.
57.	In Attachment D, on page 234, section D6 discusses your requirement for an “IS Staff-Defined, General Input/Output Interface. Can you elaborate on the phrase <b>“and the XML tags and data definitions must be automatically configured by the system for output or automatically converted by the system for table update or XSD-based dataset creation.”</b> ? Furthermore, how does D6.1 relate to 6? Is it just a current use of the mechanism described in D6?	We want to be able to serialize and deserialize ASCII or XML data so we can pass it between the application through a firewall to a browser, or another application using the SOAP standard.  They are related only in that they are interfaces, otherwise they are not related.
58.	Would you consider a phased production cutover approach, where functionality for a large group of professions will be live in production at a time? For example, would you consider two or three separate production go-live?	Yes. The details of how that would be accomplished should be part of the vendor proposal. However, please see State’s responses to Items #38 and #40, above.
59.	Are there some business drivers for going live at the end	No.

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	of the year? If so, do license renewals contribute to this business driver?	
60.	Which vendors attended the pre-proposal conference on August 4?	A list of Pre-Proposal Conference attendees is included below. See RFP Amendment 2, Responses to Written Comments, Attachment 2.
61.	Section 1.1, Page 3 - Please elaborate two hardware implementation options favored by the User departments. Why does State favor these options?	1) multiple computer systems, one for each department vs multiple instances of the application on a shared computer.  2) the potential for unfavorable interaction between different departments, e.g. one department performing a major batch conversion at the same time that another department has online users interacting with the system.  The State requires that the replacement RBS system run on a platform that is within the State's accepted standards.
62.	Attach. A (A.12), Page 27 - We assume that the escrow clause is applicable to only developed and customized part of the solution. Please confirm	No. <i>Pro Forma</i> Contract Section A.12 is applicable to the entirety of the Replacement RBS System, exclusive of third-party proprietary products. If the vendor defaults as described in <i>Pro Forma</i> Contract section A.12.c, the State requires access to the source code in order to be able to take over maintenance of the system.
63.	Attach. D., Page 229 - Please provide information about technical environment of existing systems that need to be integrated and interfaced with RBS replacement.	The vendor will not be required to integrate the imaging system into RBS. The wording in Contract Attachment D, Section 3.1 should read "interface" with the State's Imaging System. See attached <i>Revisions to RFP and Pro Forma Contract</i> , item 16.
64.	Attach F. (F.2.a.2), Page 240 - Will the State allow us to call the off-site personnel to Nashville and train them using State provided facilities?	The vendor has no responsibilities for training other than the stated train-the-trainer requirements specified in Attachment F. See also the State's response to Item #49 above.
65.	A.2.e, Page 23 - Does this mean that vendor will have to apportion the cost of 600 users in 6 phases per cost proposal schedule?	Please see the State's response to Item #33 above.
66.	What is the budget allocated for this project department wise?	Please see the State's response to Items #2 and #43 above.
67.	Has state evaluated any COTS for this? If yes, can state share the vendor names?	No vendors have demonstrated their systems within the past year. A Request for Information was released in 2003, with the following vendors responding:  Innovative IT Solutions System Automation Corporation Versa Systems Accenture Promissor  See also the State's responses to Items #4 and #44, above.

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68.	I.2.7.1.2, Page 274 - Is it the State's intent to require that <b>all</b> members of the contractors "Core Team", identified in the earlier section I.2.7.1.1, be on-site full time? Alternatively, would it be acceptable for the State's PM and Contractor's PM to agree that certain tasks could be performed by some key members off-site?	Please see State's response to Item # 8 above.
69.	G.2.1.1, Page 247 and I.5, Page 298 - The RFP states that the expected total implementation time is 3 months, yet the draft project schedule indicates that implementation for all 3 Departments would begin on 9/30/05 and end 11/1/2005, a period of only 1 month. Please clarify the expected date to begin operations for each Department.  Does the State have a preference for parallel or sequential implementations?	The State is amending the Draft Project Schedule in Contract Attachment I, Section I.5. See attached <i>Revisions to RFP and Pro Forma Contract</i> item 17.  See also State's response to Items #38 and #40 above.
70.	Page 15, Section 4.14: Will the State honour any proposer proprietary or confidential statements regarding particular sections of the proposal and withhold these sections from public disclosure? Without this assurance, we may not be able to provide certain details of our solution until contract award.	Please see State's response to Item #6 above.
71.	Page 25, Section A.9.f: We understand and accept the intent but request something be added to this to reflect a time limit. The State should be able to assess the training effectiveness within 30 days of the completion of the training class, and if required, request remedial training be scheduled. As drafted, the State could request remedial training 6 months after the system is in production.	The State expects the State's "trainers" to receive the proper system training to allow them to sufficiently and effectively use the system and to ensure they have the knowledge and skills needed to train the State resources in using the system. The State also expects the vendor to provide the State's trainers with adequate and effective training materials, which can be used to continue to train the State resources. The State further expects the vendor to be responsible for continuing to provide updates to the training materials should something be omitted or vendor enhancements be added.
72.	Page 25, Section A10.a: We understand and accept that correction of errors or software defects should be warranted by the contractor. But how will a design deficiency be determined and who decides if something is deficient? Since the majority of the solution is a COTS product and enhancements are subject to approval of the design by the State, we request that the phrase "design deficiencies" be removed.	The State is amending the <i>Pro Forma Contract</i> to include a definition of "design deficiency." See <i>Revisions to RFP and Pro Forma Contract</i> , item 12.
73.	Page 36, Section E.6.a: Is it correct then that the Contractor's Software License Agreement will become an attachment to the Contract document?	Contractor Software License Agreements shall be added as addenda to the Contract, not Attachments in the sense meant in <i>Pro Forma Contract</i> Section E.6.a. Furthermore, as stated in <i>Pro Forma Contract</i> Section A.5, "in the event of any conflict between the terms of [the] Contract and the terms of any Contractor software licensing provisions, the terms of [the] Contract shall prevail. In addition, the State reserves the right to modify the Contractor's software licensing provisions prior to

Item#	Question	Response
		<p>agreeing to them, if the State deems this necessary in order to meet State legal requirements.”</p> <p>The State is amending <i>Pro Forma Contract</i> Section E.6 to reflect the above understanding. See attached <i>Revisions to RFP and Pro Forma Contract</i>, Item 13.</p>
74.	Page 36, Section E.4.b: We request that a statement be added such that this clause explicitly survive termination of the contract.	The State is amending the <i>Pro Forma Contract</i> as requested. See attached <i>Revisions to RFP and Pro Forma Contract</i> , item 11.
75.	Page 302: How will the 20 points for section B be divided amongst the 16 questions?	There is no pre-conceived, fixed distribution of these points. Each evaluation team member will determine their own distribution of points for Attachment 6.3, Section B. Regardless of the point distributions established by each evaluator, the evaluators will be instructed to maintain a consistent scoring system across all vendors’ Proposals.
76.	Page 309, Section D – Software Demonstration: Are any responses to Section D expected in the proposal given the page number references in this section?	No responses are expected within the written Technical Proposal. The State is amending RFP Attachment 6.3, Section D, to designate the “Proposal Page #” column as “Not Applicable.” See attached <i>Revisions to RFP and Pro Forma Contract</i> , item 15.
77.	Page 310, Section D.1: The demonstration instructions request that the proposer demonstrate online renewals and fee processing, whereas Page 230, D3.2.1 describes renewals and credit card collections to be handled as an interface to the existing NIC portal. Should proposers be offering their own (publicly accessible) online renewal and payment functions? If so how should we describe and price these since the State does not wish to entertain optional services. Please clarify as much as possible the State’s intention with respect to proposers proposing their own public access Internet services.	If a vendor has on-line functions within their core system, the State requests those functions to be discussed/reviewed in the software demonstration. Please see State’s responses to Items #17, #23, and #35 above.
78.	Page 310; Section D.5: Is this just intended as the place to score the State evaluator’s hands on experience in the demo?	<p>The State is unsure of the area of row “D.5” to which the vendor is referring. The State evaluator will record his or her scores for the Software Demonstration in the grayed-out column labeled “Item Score.”</p> <p>With regard to the column labeled “Proposal Page #,” see the State’s response to Item #76 above.</p>
79.	Page 298, Section I.5: The schedule calls for a parallel roll out of all three departments in one month whereas Page 247 G.2.1.1 calls for a 3 month implementation phase for the Department of Health. Also Page 22, (Section A.2.d.i) states that “The implementation phase may occur at approximately the same time but on different schedules in the various user departments”. Please clarify the schedule desired by the State. Are there some other factors driving the timeframe or is there any flexibility in the schedule?	Please see State’s responses to Items #38, #40, and #69 above.
80.	Page 155, Section A.5: Is the State looking to replace the current paper-based forms input profiling system with an Internet-based customer self service entry function	The State is looking for the vendors to propose a solution, as defined in their core system or approach based on their understanding of best practices of the profiling function,

Item#	Question	Response
	allowing practitioners to self enter profiles on the Internet? Or is it the State's desire just to repatriate the current paper-based Right to Know Profile System from the current stand alone application into the replacement RBS System? Since it was clear that the State did not want to entertain options, we request the State's direction on this requirement.	e.g. web-based data reporting of license profile information.
81.	Page 255, Section G.5.2.5: This section references other potential sources of data to convert. Please identify what data sources other than data from the existing RBS databases need to be converted.	There may be complaint data which, from necessity, has been stored in MS Access databases, or Excel spreadsheets and which needs to be entered into the Case/Complaint portion of the RBS system. See the State's response to Item # 27 above.
82.	Page 251, Section G.5.1.1: Is it the State's intention to maintain the currently deployed set of servers for the replacement RBS system or does it wish to host the solution at F&A?	The State requires the vendor to describe and illustrate the technical requirements for their solution. The State further expects each department to have their own instance of the application and database, whether it will be on one or multiple servers, in one or more locations. Please refer to Section 1.1 of the RFP for additional information.
83.	Page 313, Section 6.4.C: It is common practice in our industry to charge fixed one time license fees for COTS products and ongoing annual maintenance fees. The maintenance fees can be easily expressed in quarters to comply with the State's cost tables but this method would not apply to one time costs. We request the State revise the cost tables adding rows for the anticipated blocks of 25 user one time license fees expected to be added in each of the first 5 years.	Please see the State's response to Item #33 above.
84.	Page 311, Section 6.4.A.1: This cost item is constrained to 20% of the total price. Given that this line item includes the initial license fee for 600 users, we request the following 2 changes? a. Separate the Initial license fee as a separate line item in the cost proposal, and b. Remove the 20% constraint	[a] The State is amending the approach to payment for base license initial licensure, to allow for partial payments for the base license in the same proportions as those applied for Development Phases: that is, 20% upon completion of the Design Phase; 40% upon completion of the Construction Phase; and the remaining 40%, upon completion of the User Acceptance Test Phase. See the State's response to Item #33, above. [b] The State will not remove the 20% constraint.
85.	Page 311: [a] What is the rationale for the 20% and 40% constraints in Sections 6.4.A.1 and 6.4.A.2? [b] We request these be removed.	[a] The percentage constraints are to help insure that the State pays out amounts of the overall project price that are commensurate with the completeness, serviceability, and practical value to the State of the deliverables received. [b] The State will not remove these constraints.
86.	Page 68, Section A.2.2.1: How does the State expect the applicant will make an application request? If the intent is to provide a self service function on the Internet, would this be done as another interface to the NIC portal or should proposers be offering their own (publicly accessible) online functions? If so how should we describe and price these since the State does not wish to	The State expects the self-service application request function to be an interface to the State portal, with the State Portal vendor providing the citizen-facing interface. All citizen-facing interfaces will be provided by the State's portal vendor, currently NIC.

Item#	Question	Response
	entertain optional services. Please clarify as much as possible the State's intention with respect to proposers proposing their own public access Internet services.	
87.	Page 75, Section A.2.3.9: How many National Data Repository Inquiries are required? Do they each provide a web services interface and/or interface APIs for automated inquiries? Please clarify the State's requirements.	Please see the State's response to Item #55 above.
88.	Page 96, Section A.2.6.6: What is meant by the sentence; "Allow for modification of record layout for Change of Address requests based on board/profession"? Could the State elaborate on the business need?	This sentence has been deleted. See attached <i>Revisions to RFP and Pro Forma Contract</i> , item 18, below.
89.	Page 125, Section A.3.2: Is the user expected to select the review date and time or does the State expect the system to provide an automated scheduling function.	The vendor is expected to describe how the function works. If the vendor's core system provides for a scheduling function, it should be so noted.
90.	Page 139, Section A.3.3.10: We could not find Section A.3.4.6 which is referenced in this section? Was this meant to be A.3.3.5?	Yes, it should read A.3.3.5. See attached <i>Revisions to RFP and Pro Forma Contract</i> , item 19, below.

**RFP AMENDMENT 2****Responses to Written Comments  
Attachment 1 – Profession List****Financial Institutions Profession List**

<b><u>Profession</u></b>	<b><u>Code</u></b>
Industrial Loan & Thrift	100
Mortgage Companies	200
Mortgage Branches	210
Mortgage Loan Originators	220
State Farm Agents	260
Deferred Presentment	300
Title Pledge Tracking	350
Premium Finance	400
Check Cashers	500
Money Transmitters	600
Credit Unions	700
Banks	800
Owners	989

**PROFESSION CODES  
HEALTH RELATED BOARDS**

<b>PROFESSION</b>	<b>CODE</b>
Acupuncture	2483
Alcohol & Drug Abuse Counselors	8078
Athletic Trainers	3527
Audiologists	2024
Audiologist Aides	2026
Chiropractors	1108
Chiropractic X-Ray	1145
(Certified) Chiropractic Therapist Assistants	1122
Dentists	1201
Dental Assistants	1222
Dental Hygienists	1202
Dietitian/Nutritionists	3955
Dispensing Opticians	1313
Electrologists	3856
Electrologist Schools	3859
Hearing Instrument Specialists (Hearing Aid Dispensers)	2838
Marital & Family Therapists (Certified)	3143
Marital & Family Therapists (Licensed)	3167
Massage Therapists	2680
Massage Establishments	2681
Medical Doctors	1606
Medical Doctors-Special Training	1677
Medical X-Ray	1637
Medical Laboratory Personnel	5005
Medical Laboratory Facility	5029

Medical Laboratory School	5030
Midwives	3045
Nurses – Registered (RN)	1703
Nurses – Licensed Practical (LPN)	1704
Advance Practice Nurses	1702
Nursing Home Administrators	2514
Occupational Therapist	1594
Occupational Therapist Assistant	1595
Optometrist	1812
Orthopedic Physician Assistant	3629
Osteopathic Physician	1907
Osteopathic Physician-Special Training	1977
Osteopathic X-Ray	1944
Pastoral Therapists (Clinical)	3144
Perfusionists (Clinical)	2984
Physical Therapists	2109
Physical Therapists Assistants	2125
Physician Assistants	3628
Podiatrists	2215
Podiatric X-Ray	2216
Professional Counselors (Certified)	3142
Professional Counselors (Licensed)	3166
Professional Counselor (Associate)	3141
Psychologists	1410
Psychological Examiners	1411
Reflexologists	4082
<b>PROFESSION</b>	<b>CODE</b>
Respiratory Therapist (Licensed-Certified)	3750
Respiratory Therapist (Licensed-Registered)	3747
Respiratory Care Assistant (Certified-Registered)	3751
Social Workers (Certified-Master)	2740
Social Workers (Licensed-Clinical)	2746
Speech Pathologists	2023
Veterinarians	2317
Veterinary Clinics	2303
Veterinary Medical Technicians	2326
(Veterinary) Certified Euthanasia Technicians	2327
(Veterinary) Certified Animal Control Agencies	2318
Emergency Medical Services	707, 718, & 719

PROF						
CODE	NAME OF PROFESSION			Active?		
	<b>REGULATORY BOARDS DIV</b>					
995	Case/Complaint			Yes		
	<b>Accountancy Board</b>					
1101	Certified Public Accountant			Yes		
1102	Licensed Public Accountant			Yes		
1103	Registered Accounting Firm			Yes		
1104	Approved CPE Sponsor			Repository Only		



1105	Temporary Practice Permit			Yes		
	<b>Architects &amp; Engineering Board</b>					
1201	Architect			Yes		
1202	Engineer			Yes		
1203	Landscape Architect			Yes		
1204	Architectural Firm			Yes		
1205	Engineering Firm			Yes		
1206	Landscape Architectural Firm			Yes		
1207	Interior Designer			Yes		
1208	Engineer Interns			Yes		
	<b>Barber Board</b>					
1301	Master Barber			Yes		
1302	Barber Shop			Yes		
1303	Barber School			Yes		
1304	Barber Student			No		
1305	Barber Technician			Yes		
	<b>Private Investigator Board</b>					
1401	Private Investigator			Yes		
1402	Private Investigation Company			Yes		
1403	Private Investigator Certified Trainer			New		
1404	Investigative Training Company			New		
	<b>Real Estate Appraisal Board</b>					
1501	Real Estate Appraiser			Yes		
1502	Approved Course			Yes		
1503	Appraiser Temporary Practice			Yes		
	<b>Cosmetology Board</b>					
1601	Cosmetology Licensee			Yes		
1602	Cosmetology Shop			Yes		
1603	Cosmetology School			Yes		
	<b>Home Improvement Board</b>					
1701	Home Improvement			Yes		
	<b>Contractors Board</b>					
1801	Contractors			Yes		
	<b>Polygraph Examiners Board</b>					
2001	Polygraph Examiners			Yes		
	<b>Geology Board</b>					
2101	Geologists			Yes		

	<b>Real Estate Board</b>					
2501	Real Estate Agents			Yes		
2502	Real Estate Firms			Yes		
2503	Rental Location Firms			Yes		
2504	Rental Location Agents			Yes		
2505	Time Share Registrations			Yes		
2506	Vacation Lodging Services			Yes		
2507	Acquisition Agent			Yes		
2508	Acquisition Representatives			Yes		
2509	Acquisition Agent License			Yes		
	<b>Motor Vehicle Board</b>					
2701	Motor Vehicle Dealer			Yes		
2702	Motor Vehicle Auction			Yes		
2703	Motor Vehicle Manuf/Distributor			Yes		
2704	Motor Vehicle Salesmen			Yes		
2705	Motor Vehicle Representatives			Yes		
2706	Motor Vehicle Dismantlers & Recyclers			Yes		
	<b>Boxing &amp; Racing Board</b>					
3001	Boxing/Racing Licensee			Yes		
3002	Boxing Match Location			Yes		
3003	Race Tracks			Yes		
	<b>Funeral Directors &amp; Embalmers Board</b>					
3101	Apprentices & Students			Yes		
3102	Funeral Directors & Embalmers			Yes		
3103	Establishments			Yes		
	<b>Land Surveyors Board</b>					
3201	Land Surveyors			Yes		
	<b>Alarm Contractors Board</b>					
3301	Registered Employees			Yes		
3302	Qualifying Agent			Yes		
3303	Alarm Contracting Companies			Yes		
	<b>Auctioneer Board</b>					
3401	Auctioneers/Apprentices			Yes		
3402	Firms/Branches/Galleries			Yes		
	<b>Collection Services Board</b>					
3501	Managers			Yes		
3502	Agencies			Yes		
3503	Branches			Yes		
	<b>Burial Services Board</b>					

3601	Cemeteries		Yes		
3602	Preneed		Yes		
	<b>Private Protective Security Board</b>				
3701	Unarmed Security Guard/Officers		Yes		
3702	State Certified Trainers		Yes		
3703	Security Companies		Yes		
3705	Armed Security Guard/Officers		Yes		
	<b>Employee Leasing Board</b>				
3801	Employee Leasing		Yes		
	<b>Ltd. Licensed Electricians Board</b>				
4001	Ltd. Licensed Electricians		Yes		
	<b>Pharmacy Board</b>				
9901	Pharmacist		Yes		
9902	Pharmacies		Yes		
9903	Medical Service Representatives		Yes		
9904	Manufacturers/Wholesalers/Distributors		Yes		
9905	Researchers and Dog Handlers		Yes		
	<b>Consumer Affairs Complaints</b>				
	Consumer Affairs Complaints		New		
	<b>INSURANCE DIVISION</b>				
	<b>Agent Licensing Board</b>				
1030	Insurance Agents		Yes		
1031	Title Agencies		Yes		
1032	Approved Education Providers		RepositoryOnly - Not Profession		
1033	Business Entity		Yes		
	<b>Company Board</b>				
1035	Insurance Companies		Yes		
	<b>Agent Licensing Board</b>				
1036	Life Settlement Providers		Yes		
1037	Life Settlement Brokers		Yes		
1038	Life Settlement Representatives		Yes		
	<b>Automobile Clubs &amp; Assn Board</b>				
4101	Auto Clubs		Yes		
4102	Auto Club Agents		Yes		
	<b>Surplus Lines Board</b>				

4201	Surplus Lines		Yes		
	<b>FIRE PREVENTION DIVISION</b>				
	<b>P&amp;F Fire Extinguishers Board</b>				
4301	Fire Extinguisher Systems		Yes		
4302	Fire Extinguisher Agents		Yes		
	<b>Liquefied Petroleum Gas Board</b>				
4401	Dealers		Yes		
4402	Managers/Responsible Employees		Yes		
	<b>TN Fireworks Permits</b>				
4501	Annual		Yes		
4502	Seasonal		Yes		
	<b>TN Fire Protection Sprinkler Sys</b>				
4601	Systems		Yes		
4602	Responsible Managing Employees		Yes		
	<b>TN Inspectors</b>				
4701	Fire Inspectors		New		
4702	Building Inspectors		New		
	<b>Explosive Users' Permit Board</b>				
4801	Firms		Yes		
4802	Handlers		Yes		
4803	Blasters		Yes		
	<b>TN Fire Fighters</b>				
4901	Fire Fighters		New		
	<b>Manufacturing Housing</b>				
5001	Manufacturer		New		
5002	Retailer		New		
5003	Installer		New		
5007	Modular Building Unit Construction Inspection Agency		New		
5008	Modular Building Unit Design Review Ag		New		
5009	Factory Manufactured Structures and/or Recreational Vehicle		New		
	<b>Modular Building</b>				
5004	Manufacturer		New		
5005	Retailer		New		
5006	Installer		New		

**RFP AMENDMENT 2**  
**Responses to Written Comments**  
**Attachment 2 – Pre-Proposal Conference Attendees**

<b>Pre-Proposal Conference Attendees for the Regulatory Board Systems (RBS) Replacement, RFP #317.03-114 on August 4, 2004</b>	
<b><u>Company Name</u></b>	<b>Representative Name</b>
System Automation Corp	Christa Stolarik
Versa Systems	Tom Gottlieb
CAVU Corp	Karin Vertefeuille Kelly Neeley
EDS Electronic Data Systems	Donnie Scott
Accenture	Berry Lancaster
Bearing Point	Brad Wilson
HCL Technologies (Mass), Inc.	Prakash Warty
Oracle	James Hill Leanne Lapp

## RFP AMENDMENT 2

### Revisions to RFP and *Pro Forma* Contract

1. Add the following as *Pro Forma* Contract Section A.1.1:
  - A.1.1. Base License Initial Licensure.
    - a. The Proposer shall provide a license (or “licenses”) to the State that will allow up to six hundred (600) State concurrent users to use the Replacement RBS system (this license, or these licenses, are referred to herein as the “base license”). The base license shall be provided when the software is installed during the Design Phase, as described below in Contract Section A.2.a.
    - b. The Contractor shall provide the base license to the State at the same time that the Contractor installs the software on the State’s systems environment as described below in Contract Section A.2.a.
    - c. The State will compensate the Contractor for Base License Initial Licensure as described in Contract Section C.3.
2. Delete the header at *Pro Forma* Contract Section A.3 in its entirety, and replace it with the following:
  - A.3. Base License System Support.
3. Delete *Pro Forma* Contract Section A.3.a in its entirety, and replace it with the following:
  - A.3.a.
    - A.3.a.i. The Contractor shall provide base license system support and maintenance, including telephone support and services to repair defects and to meet statutory requirements, as described at A.11 below.
    - A.3.a.ii. Base License System Support shall begin at the same time as the first Department Implementation effort (see Contract Section A.2.d, above).
    - A.3.a.iii. At the State’s option, Base License System Support shall be renewed annually, with renewal fees paid in quarterly installments, at the end of each quarter, throughout the term of the Contract.
4. Delete *Pro Forma* Contract Section A.3.c in its entirety and replace it with the following:
  - A.3.c The State will compensate the Contractor for Base License System Support as described in Contract Section C.4.
5. Delete *Pro Forma* Contract Sections A.4 and A.4.a in their entirety and replace them with the following:
  - A.4 Additional Users Initial Licensure. It is possible that the State may eventually require more users than the 600 provided for in the base license. This may occur due to increases in the user base in the agencies implemented as a part of this contract

(described in A.2.d.ii and iii, above), or as a result of extending the use of the system to other agencies unknown at this time. In any case, the State may procure additional user licenses as described below.

- A.4.a The Contractor agrees to provide, at the State's request, additional user licenses to supplement the base license. These additional licenses will be procured in blocks of twenty-five (25) concurrent users. The State may request such additional licenses if its user population exceeds the 600 concurrent users allowed by the base license. For each additional block of 25 users, the State will pay the Contractor a one-time, non-recurring fee.
6. Add the following as *Pro Forma* Contract Section A.4.b, and renumber the remaining sections accordingly:
- A.4.b Additional Users System Support. The Contractor shall provide System Support for these user licenses in the same manner as it does for the base license users. The State's requirements for System Support (Software Maintenance) are defined in Contract Section A.11.
7. Delete *Pro Forma* Contract Section A.4.c (renumbered in item 6 above) in its entirety, and replace it with the following:
- A.4.c The State will compensate the Contractor for Additional Users, Initial Licensure and System Support, in accordance with Contract Section C.5.
8. Delete *Pro Forma* Contract Section C.3 in its entirety and replace it with the following:
- C.3. Project Phase Payment Methodology. The Contractor shall be compensated based on the Milestone payments herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of Base License Initial Licensure and project Milestones defined in Sections A.1.1. and A.2 respectively.

In the table below the Design, Construction, and User Acceptance Test phases, shall be referred to collectively as the "Development Phases." With regard to Base License Initial Licensure, the State shall compensate the Contractor by spreading the single, one-time Base License Initial Licensure Cost across the Development Phases, using the same proportions as are used for the Development Phases themselves; that is, 20% of the Base License Initial Licensure Cost shall be paid to the Contractor upon completion of the Design Phase; 40% upon completion of the Construction Phase; and the remaining 40% upon completion of the User Acceptance Test Phase. No retainage will be withheld for Base License Initial Licensure. The Contractor shall be compensated based upon the following Payment Amounts:

PROJECT PHASE	AMOUNT	RETAINAGE AMOUNT *	PAYMENT AMOUNT
Design – from RFP Attachment 6.4, 6.4.A.1. (Amount not to exceed 20% of the total	[\$AMOUNT]	[\$AMOUNT]	[\$AMOUNT]

for the Development phases)			
Base License Initial Licensure Partial Payment (20% of the base license total cost; from RFP Attachment 6.4, 6.4.BL)	[\$AMOUNT]		[\$AMOUNT]
Construction - from RFP Attachment 6.4, 6.4.A.2. (Amount not to exceed 40% of the total for the Development phases)	[\$AMOUNT]	[\$AMOUNT]	[\$AMOUNT]
Base License Initial Licensure Partial Payment (40% of the base license total cost; from RFP Attachment 6.4, 6.4.BL)	[\$AMOUNT]		[\$AMOUNT]
User Acceptance Test – from RFP Attachment 6.4, 6.4.A.3. (Remaining 40% of total for development phases)	[\$AMOUNT]	[\$AMOUNT]	[\$AMOUNT]
Base License Initial Licensure Partial Payment (remaining 40% of the base license total cost; from RFP Attachment 6.4, 6.4.BL)	[\$AMOUNT]		[\$AMOUNT]
Total of Development Phases Retainage accumulated		[\$AMOUNT]	
Implementation in the Department of Health – from RFP Attachment 6.4, 6.4.A.4	[\$AMOUNT]		[\$AMOUNT]
Implementation in the Department of Financial Institutions Health – from RFP Attachment 6.4, 6.4.A.5	[\$AMOUNT]		[\$AMOUNT]
Implementation in the Department of Commerce and Insurance - Health – from RFP Attachment 6.4, 6.4.A.6	[\$AMOUNT]		[\$AMOUNT]



Where indicated, ten percent (10%) of the Cost by Phase for each Development Phase milestone, as indicated in the table above, will be withheld to be paid at the end of the last Implementation Phase. It is not known at this time which Department will be the last to complete its Implementation Phase; however, the "end of the last Implementation Phase" shall be construed to mean the point at which the State accepts, in writing, the Implementation Phase for whichever department is last.

At the end of each of the above phases, the Contractor shall submit an invoice, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed project milestones for the amount stipulated, and shall be submitted no more often than monthly.

9. Delete *Pro Forma* Contract Section C.4 in its entirety and replace it with the following:

- C.4 Base License System Support Payment Methodology. For the provision of Base License System Support, as described in Contract Section A.3, the Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of each quarter of Base License System Support services. The Contractor shall be compensated based upon the following Amounts (Note - Amounts listed in Year 4 and Year 5 will apply only if contract has been extended beyond the initial 3-year term as described in Sections B.1 and B.2.):

SERVICE UNIT/MILESTONE	AMOUNT
Base License System Support; Quarterly Rate in effect during Year 1 (from RFP Attachment 6.4, 6.4.B.1)	[\$(NUMBER AMOUNT)]
Base License System Support; Quarterly Rate in effect during Year 2 (from RFP Attachment 6.4, 6.4.B.2)	[\$(NUMBER AMOUNT)]
Base License System Support; Quarterly Rate in effect during Year 3 (from RFP Attachment 6.4, 6.4.B.3)	[\$(NUMBER AMOUNT)]
Base License System Support; Quarterly Rate in effect during optional Year 4 (from RFP Attachment 6.4, 6.4.B.4)	[\$(NUMBER AMOUNT)]
Base License System Support; Quarterly Rate in effect during optional Year 5 (from RFP Attachment 6.4, 6.4.B.5)	[\$(NUMBER AMOUNT)]

For purposes of deciding which quarterly rate is in effect at the time the Contractor first begins to bill the State for Base License System Support, Year 1 shall begin on the Contract Effective Date defined in Contract Section B.1 and shall run for one (1) year. Subsequent years begin on the anniversary of the Year 1 begin date. The State shall compensate the Contractor at the rate for the Contract Year and Quarter in which the service period falls.

The State's obligation to pay the Contractor for the Base License System Support shall begin on the first day of the Implementation Phase, which is defined as beginning on the first day following

the State's signed approval of the User Acceptance Test for the first department (see Contract Section C.3 above) to complete the User Acceptance Test.

Since Base License System Support does not begin until the Implementation Phase has begun, there may be an offset between the Quarters, or three-month periods, of the Contract year and the first Base License System Support period. This means that the billing cycle for the first Base License System Support period may not match Contract year Quarter boundaries, and therefore there may be a partial quarter of Base License System Support at the beginning of the Implementation Phase. In this event, the Contractor agrees to prorate the first Base License System Support invoice to accommodate the partial quarter.

The Contractor shall submit quarterly invoices, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted at the end of the quarter for licensure and support provided during that quarter, or, if applicable, for a partial quarter.

In the event that any quarter of support is shortened, as in the case of the first period described above; or as a result of early contract termination, then the Contractor shall prorate the quarterly Amount to adjust for the shorter quarter, and the State shall pay only this prorated amount.

10. Delete *Pro Forma* Contract Section C.5 in its entirety, and replace it with the following:

C.5. Additional Users Initial Licensure/System Support Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for each additional block of twenty-five (25) users. With regard to Additional Users Initial Licensure, the State shall pay the Contractor a one-time, non-recurring fee for each additional block of twenty-five (25) users. The Contractor shall be compensated based upon the following Payment Amounts (Note - Amounts listed in Year 4 and Year 5 will apply only if contract has been extended beyond the initial 3-year term as described in Sections B.1 and B.2):

ITEM	AMOUNT
Initial Licensure, Each additional block of users (25 user licenses); one-time, non-recurring cost in effect during Year 1 (from RFP Attachment 6.4, 6.4.AU-IL.1)	\$(NUMBER AMOUNT)
Initial Licensure, Each additional block of users (25 user licenses); one-time, non-recurring cost in effect during Year 2 (from RFP Attachment 6.4, 6.4.AU-IL.2)	\$(NUMBER AMOUNT)
Initial Licensure, Each additional block of users (25 user licenses); one-time, non-recurring cost in effect during Year 3 (from RFP Attachment 6.4, 6.4.AU-IL.3)	\$(NUMBER AMOUNT)
Initial Licensure, Each additional block of users (25 user licenses); one-time, non-recurring cost in effect during optional Year 4 (from RFP Attachment 6.4, 6.4.AU-IL.4)	\$(NUMBER AMOUNT)
Initial Licensure, Each additional block of users (25 user licenses); one-time, non-recurring cost in effect during optional Year 5 (from RFP Attachment 6.4, 6.4.AU-IL.5)	\$(NUMBER AMOUNT)

The Contractor shall invoice the State for Additional Users Initial Licensure at the time the Contractor provides, and of which the State confirms receipt in writing, access for each

additional block of users. The Contractor shall submit such invoices no more often than monthly.

With regard to Additional Users System Support, the Contractor shall be compensated based upon the following Payment Amounts (Note - Amounts listed in Year 4 and Year 5 will apply only if contract has been extended beyond the initial 3 year term as described in Sections B.1 and B.2.):

ITEM	AMOUNT
System Support for each additional block of users (25 user licenses); Quarterly Rate in effect during Year 1 (from RFP Attachment 6.4, 6.4.C.1)	[\$[NUMBER AMOUNT]]
System Support for each additional block of users (25 user licenses); Quarterly Rate in effect during Year 2 (from RFP Attachment 6.4, 6.4.C.2)	[\$[NUMBER AMOUNT]]
System Support for each additional block of users (25 user licenses); Quarterly Rate in effect during Year 3 (from RFP Attachment 6.4, 6.4.C.3)	[\$[NUMBER AMOUNT]]
System Support for each additional block of users (25 user licenses); Quarterly Rate in effect during optional Year 4 (from RFP Attachment 6.4, 6.4.C.4)	[\$[NUMBER AMOUNT]]
System Support for each additional block of users (25 user licenses); Quarterly Rate in effect during optional Year 5 (from RFP Attachment 6.4, 6.4.C.5)	[\$[NUMBER AMOUNT]]

The Contractor shall invoice the State on a quarterly basis for System Support for Additional User Licenses, at the end of the quarter in which the services were provided.

The Contractor shall include charges for System Support for Additional Block(s) of 25 User Licenses as a part of its quarterly Base License System Support invoices. The Contractor shall itemize the charge for each additional block of user licenses separately, and include, for each block, the date when the Additional Users System Support became effective. The Contractor shall prorate the charge for any additional blocks of quarterly Additional Users System Support that were not in effect for the entire quarter, and the State shall pay only for the portion of that quarter during which the license in question was in effect. The invoice must be in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the itemized list of additional blocks of Additional Users System Support, the Amount for each additional block, and the total amount due the Contractor for the period invoiced.

For purposes of deciding which quarterly rate is in effect at the time the Contractor first begins to bill the State for Additional User Initial Licensure or System Support, Year 1 shall begin on the Contract Effective Date defined in Contract Section B.1 and shall run for one (1) year. Subsequent years begin on the anniversary of the Year 1 begin date. The State shall compensate the Contractor at the rate for the Contract Year and Quarter in which the service period falls.

11. Delete *Pro Forma* Contract Section E.4 in its entirety and replace it with the following:

- E.4. Ownership of Materials and Rights to Knowledge Obtained. The provisions of this section E.4 shall survive the termination of this Contract.
- E.4.a State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products, including application source code, created, designed, or developed for the State under this Contract. The State shall have royalty-free, exclusive, and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.
- E.4.b. Contractor Proprietary Products. The Contractor shall retain ownership right, title, and interest in the portions of the Replacement RBS System that were not developed using State moneys or resources, and that were complete and the property of the Contractor as of the effective date of the Contract (known as “pre-existing” or “Contractor Proprietary Products”). Contractor Proprietary Products shall include pre-existing tools, methods, techniques, and development procedures, as well as pre-existing materials incorporated into work products developed for the State. The following provisions apply:
- i. Upon the State’s payment of the amount associated with Implementation in the first department to be implemented, as described in Contract Section A.2.d, the Contractor shall grant the State a perpetual, royalty-free, irrevocable, unlimited, and non-exclusive right to use the Contractor Proprietary Products for the State’s business purposes. The Contractor affirms that Contractor is duly authorized to grant this right.
  - ii. The State shall take all reasonable steps to preserve the confidential and proprietary nature of the Contractor Proprietary Products. The State shall make reasonable efforts not to disclose or disseminate Contractor’s proprietary information to any third party that is not an agent of the State.
- E.4.c. Acquired Knowledge and Skills. Nothing in this Contract shall prohibit the Contractor’s use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- E.4.d. Development of Similar Materials. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
12. Delete *Pro Forma* Contract A.10 in its entirety and replace it with the following:
- A.10. System Warranty.
- A.10.a Warranty Period. The Contractor expressly warrants the Replacement RBS software provided to be defect free, properly functioning, and compliant with the terms of the Contract. The Warranty Period shall extend to the later of (a) one year following written acceptance of the Implementation Phase in the last Department, or (b) the end of the Base License System Support periods, described in A.3, above. Throughout Warranty Period, or the Software Licensure/System Support period, the Contractor agrees to provide corrections for any errors, defects, and/or design deficiencies in the Replacement RBS software reported by the State, and to provide such corrections in a timeframe determined by the State. For purposes of this Contract, “design deficiencies” shall be defined as system code that does not perform substantially as described in design documents that have been previously developed and agreed to by the parties.

A.10.b System Performance. After the first month following the written acceptance of each Implementation Phase, if the response time degrades to a level of non-compliance, as defined in Contract Attachment H, Infrastructure and Standards, with the user-defined standard, then the contractor will have one month from the date of notice by the State to restore the performance back to the required response times. Failure to meet the standard can effect the continuation of the contract and the State will not pay Base License System Support fees until such time as the standard is met.

13. Delete *Pro Forma* Contract E.6 in its entirety and replace it with the following:

E.6. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. Contract Addenda **[CONTRACTOR SOFTWARE LICENSE AGREEMENTS]**
- c. All Clarifications and addenda made to the Contractor's Proposal
- d. The Request for Proposal and its associated amendments
- e. Technical Specifications provided to the Contractor
- f. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

14. Delete RFP Attachment 6.4 in its entirety and replace it with the RFP Attachment 6.4 on the following pages:

**ATTACHMENT 6.4****COST PROPOSAL & SCORING GUIDE**

**NOTICE TO PROPOSER:** This Cost Proposal **MUST** be completed **EXACTLY** as required.

**PROPOSER  
NAME:**

**SIGNATURE &  
DATE:**

*NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, this Statement of Certifications and Assurances SHALL attach evidence showing the Signatory's authority to bind the Proposer.*

**COST PROPOSAL SCHEDULE**

The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.

In the Cost Proposal table below, all weights and descriptions of how the weights were derived are for clarification and evaluation purposes only. These weights and descriptions are in no way binding upon the State and do not commit the State to purchase services from the Contractor in any particular quantities, or to purchase any services at all.

In the Cost Proposal tables below, DO **NOT** LEAVE ANY PROPOSED COST CELLS BLANK.

Cost Item Description	Proposed Cost	State Use ONLY	
		Weight	Weighted Cost
<b>Base License Initial Licensure - 6.4.BL</b>			
<p>Base License Initial Licensure Cost – A single, one-time, fixed cost to provide a license (or “licenses”) to the State that will allow up to six hundred (600) State concurrent users to use the Replacement RBS system (this license, or these licenses, are referred to herein as the “base license”). See <i>Pro Forma</i> Contract Section A.1.1, as amended, for a description of Base License Initial Licensure requirements.</p> <p>The Proposer shall propose <u>ONE</u> cost for Base License Initial Licensure. The State will compensate the contractor for Base License Initial Licensure by taking the proposed cost and dividing it across the three project development phases in the same proportions as those applied to the Project Phases: i.e., 20% of the Base License Initial Licensure Cost will be paid at the completion of the Design phase; 40% will be paid at the completion of the Construction Phase; and the remaining 40% will be paid at the completion of User Acceptance Test. See <i>Pro Forma</i> Contract Section C.3.</p>		1	

Cost Item Description	Proposed Cost	State Use ONLY	
		Weight	Weighted Cost
<b>Project Phases - 6.4.A</b>			
<p><b>6.4.A.1 Design Phase (includes Design Phase Kick-Off):</b> The installation of the Replacement RBS, including all the requirements given in the <i>Pro Forma</i> Contract (A.2.a) and Attachments through the Design Phase. During this phase, the Contractor shall also identify and design any customization and tailoring of the Replacement RBS necessary to comply with the State's requirements. (One time cost, payable in the contract year of Design Phase completion.)</p> <p>The Proposed Cost for this item cannot exceed twenty (20) percent of the total of the Proposed Costs for the Design, Construction, and User Acceptance Test Phases (6.4.A.1, 6.4.A.2, and 6.4.A.3)</p>		1	
<p><b>6.4.A.2 Construction Phase:</b> Customizing and tailoring the Replacement RBS, including all the requirements given in the <i>Pro Forma</i> Contract (A.2.b) and Attachments through the Construction Phase. (One time cost, payable in the contract year of Construction Phase completion.)</p> <p>The Proposed Cost for this item cannot exceed forty (40) percent of the total of the Proposed Costs for the Design, Construction, and User Acceptance Test Phases (6.4.A.1, 6.4.A.2, and 6.4.A.3).</p>		1	
<p><b>6.4.A.3 User Acceptance Test:</b> Supporting the testing of the Replacement RBS, including all the requirements given in the <i>Pro Forma</i> Contract (A.2.c) and Attachments from unit testing through the <u>User Acceptance Test</u>. (one time cost, payable in the contract year of User Acceptance Test Approval)</p>		1	
<p><b>6.4.A.4 Implementation of the System in the Department of Health,</b> including Converting the Health's current RBS databases to the Replacement RBS database and all the requirements given in the <i>Pro Forma</i> Contract (A.2.d) and Attachments. (one time cost, payable in the contract year of implementation.)</p>		1	
<p><b>6.4.A.5 Implementation of the System in the Department of Financial Institutions,</b> including Converting the Financial Institution's current RBS databases to the Replacement RBS database and all the requirements given in the <i>Pro Forma</i> Contract (A.2.d) and Attachments. (one time cost, payable in the contract year of implementation.)</p>		1	
<p><b>6.4.A.6 Implementation of the System in the Department of Commerce and Insurance,</b> including Converting the Commerce and Insurance current RBS databases for four selected Boards to the Replacement RBS database and all the requirements given in the <i>Pro Forma</i> Contract (A.2.d) and Attachments. (one time cost, payable in the contract year of implementation.)</p>		1	

Cost Item Description	Proposed Cost	State Use ONLY	
		Weight	Weighted Cost
<b>Base License System Support - 6.4.B</b>			
<u>6.4.B.1 Base License System Support:</u> Maintenance of the System, 600 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.3). ( <u>quarterly</u> cost, <u>Year 1</u> , from the beginning of implementation to the end of year 1)		<b>0.33 (one month)</b>	
<u>6.4.B.2 Base License System Support:</u> Maintenance of the System, 600 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.3). ( <u>quarterly</u> cost, <u>Year 2</u> )		<b>4 (quarters per year)</b>	
<u>6.4.B.3 Base License System Support:</u> Maintenance of the System, 600 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.3). ( <u>quarterly</u> cost, <u>Year 3</u> )		<b>4 (quarters per year)</b>	
<u>6.4.B.4 Base License System Support:</u> Maintenance of the System, 600 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.3). ( <u>quarterly</u> cost, <u>Year 4</u> )  (Note – Base License System Support in Year 4 will apply only if contract has been extended beyond the initial 3-year term as described in <i>Pro Forma</i> Contract, Sections B.1 and B.2).		<b>4 (quarters per year)</b>	
<u>6.4.B.5 Base License System Support:</u> Maintenance of the System, 600 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.3). ( <u>quarterly</u> cost, <u>Year 5</u> )  (Note – Base License System Support in Year 5 will apply only if contract has been extended beyond the initial 3-year term as described in <i>Pro Forma</i> Contract, Sections B.1 and B.2).		<b>4 (quarters per year)</b>	



Cost Item Description	Proposed Cost	State Use ONLY	
		Weight	Weighted Cost
<b>Additional Users Initial Licensure - 6.4.AU-IL</b>			
6.4.AU-IL.1 <u>Additional Users Initial Licensure</u> : One-time, non-recurring, Initial Licensure fee for each additional block of 25 users, as defined in <i>Pro Forma</i> Contract (A.4). (One-time cost in effect during <u>Year 1</u> , from the beginning of implementation to the end of year 1)		0 (none)	
6.4.AU-IL.2 <u>Additional Users Initial Licensure</u> : One-time, non-recurring, Initial Licensure fee for each additional block of 25 users, as defined in <i>Pro Forma</i> Contract (A.4). (One-time cost in effect during <u>Year 2</u> )		1 (1 block of 25 users)	
6.4.AU-IL.3 <u>Additional Users Initial Licensure</u> : One-time, non-recurring, Initial Licensure fee for each additional block of 25 users, as defined in <i>Pro Forma</i> Contract (A.4). (One-time cost in effect during <u>Year 3</u> )		0 (none)	
6.4.AU-IL.4 <u>Additional Users Initial Licensure</u> : One-time, non-recurring, Initial Licensure fee for each additional block of 25 users, as defined in <i>Pro Forma</i> Contract (A.4). (One-time cost in effect during optional <u>Year 4</u> )  (Note - Additional Users Initial Licensure in Year 4 will apply only if contract has been extended beyond the initial 3-year term as described in <i>Pro Forma</i> Contract, Sections B.1 and B.2).		1 (1 block of 25 users)	
6.4.AU-IL.5 <u>Additional Users Initial Licensure</u> : One-time, non-recurring, Initial Licensure fee for each additional block of 25 users, as defined in <i>Pro Forma</i> Contract (A.4). (One-time cost in effect during optional <u>Year 5</u> )  (Note - Additional Users Initial Licensure in Year 5 will apply only if contract has been extended beyond the initial 3-year term as described in <i>Pro Forma</i> Contract, Sections B.1 and B.2).		0 (none)	

Cost Item Description	Proposed Cost	State Use ONLY	
		Weight	Weighted Cost
<b>Additional Users System Support - 6.4.C</b>			
6.4.C.1 <u>Additional Users System Support</u> : Maintenance of the System, each additional 25 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.4). (quarterly cost, <u>Year 1</u> , from the beginning of implementation to the end of year 1)		0 (none)	
6.4.C.2 <u>Additional Users System Support</u> : Maintenance of the System, each additional 25 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.4). (quarterly cost, <u>Year 2</u> )		2 (2 quarters X 1 block of 25 users)	
6.4.C.3 <u>Additional Users System Support</u> : Maintenance of the System, each additional 25 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.4). (quarterly cost, <u>Year 3</u> )		4 (4 quarters per year X 1 block of 25 users)	
6.4.C.4 <u>Additional Users System Support</u> : Maintenance of the System, each additional 25 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.4). (quarterly cost, <u>Year 4</u> )  (Note - Additional Users System Support in Year 4 will apply only if contract has been extended beyond the initial 3-year term as described in <i>Pro Forma</i> Contract, Sections B.1 and B.2).		8 (4 quarters per year X 2 blocks of 25 users)	
6.4.C.5 <u>Additional Users System Support</u> : Maintenance of the System, each additional 25 users, including telephone support and services to repair defects and to meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.4). (quarterly cost, <u>Year 5</u> )  (Note - Additional Users System Support in Year 5 will apply only if contract has been extended beyond the initial 3-year term as described in <i>Pro Forma</i> Contract, Sections B.1 and B.2).		8 (4 quarters per year X 2 blocks of 25 users)	

Cost Item Description	Proposed Cost	State Use ONLY	
		Weight	Weighted Cost
<b>Consulting Services - 6.4.D</b>			
<u>Cost of Consulting Services:</u> Applied time for performance of services of adaptive maintenance, modifications and enhancements as defined the <i>Pro Forma</i> Contract (A.6) and Attachments. (Year 1 rate per applied labor hour, for each position, below.)	N/A	N/A	
6.4.D.1.a Project Manager (Year 1 rate per hour.)		4 (hours)	
6.4.D.1.b Component Architect (Year 1 rate per hour.)		4 (hours)	
6.4.D.1.c Lead JAVA / .NET developer (Year 1 rate per hour.)		14 (hours)	
6.4.D.1.d Certified JAVA / .NET developer (Year 1 rate per hour.)		28 (hours)	
6.4.D.1.e Non-Certified JAVA / .NET developer (Year 1 rate per hour.)		28 (hours)	
6.4.D.1.f Web-Developer (Year 1 rate per hour.)		14 (hours)	
6.4.D.1 g Business Analyst (Year 1 rate per hour.)		8 (hours)	
<u>Cost of Consulting Services:</u> Applied time for performance of services of adaptive maintenance, modifications and enhancements as defined the <i>Pro Forma</i> Contract (A.6) and Attachments. (Year 2 rate per applied labor hour, for each position, below.)	N/A	N/A	
6.4.D.2.a Project Manager (Year 2 rate per hour.)		40 (hours)	
6.4.D.2.b Component Architect (Year 2 rate per hour.)		40 (hours)	
6.4.D.2.c Lead JAVA / .NET developer (Year 2 rate per hour.)		140 (hours)	
6.4.D.2.d Certified JAVA / .NET developer (Year 2 rate per hour.)		280 (hours)	
6.4.D.2.e Non-Certified JAVA / .NET developer (Year 2 rate per hour.)		280 (hours)	

<u>6.4.D.2.f Web-Developer (Year 2 rate per hour.)</u>		<b>140 (hours)</b>	
<u>6.4.D.2.g Business Analyst (Year 2 rate per hour.)</u>		<b>80 (hours)</b>	
<u>Cost of Consulting Services:</u> Applied time for performance of services of adaptive maintenance, modifications and enhancements as defined the <i>Pro Forma</i> Contract (A.6) and Attachments. (Year 3 rate per applied labor hour, for each position, below.)	N/A	N/A	
<u>6.4.D.3.a Project Manager (Year 3 rate per hour.)</u>		<b>60 (hours)</b>	
<u>6.4.D.3.b Component Architect (Year 3 rate per hour.)</u>		<b>60 (hours)</b>	
<u>6.4.D.3.c Lead JAVA / .NET developer (Year 3 rate per hour.)</u>		<b>210 (hours)</b>	
<u>6.4.D.3.d Certified JAVA / .NET developer (Year 3 rate per hour.)</u>		<b>420 (hours)</b>	
<u>6.4.D.3.e Non-Certified JAVA / .NET developer (Year 3 rate per hour.)</u>		<b>420 (hours)</b>	
<u>6.4.D.3.f Web-Developer (Year 3 rate per hour.)</u>		<b>210 (hours)</b>	
<u>6.4.D.3.g Business Analyst (Year 3 rate per hour.)</u>		<b>120 (hours)</b>	
<u>Cost of Consulting Services:</u> Applied time for performance of services of adaptive maintenance, modifications and enhancements as defined the <i>Pro Forma</i> Contract (A.6) and Attachments. (Year 4 rate per applied labor hour, for each position, below.)  (Note – Cost of Consulting Services in Year 4 will apply only if contract has been extended beyond the initial 3-year term as described in <i>Pro Forma</i> Contract, Sections B.1 and B.2).	N/A	N/A	
<u>6.4.D.4.a Project Manager (Year 4 rate per hour.)</u>		<b>80 (hours)</b>	
<u>6.4.D.4.b Component Architect (Year 4 rate per hour.)</u>		<b>80 (hours)</b>	
<u>6.4.D.4.c Lead JAVA / .NET developer (Year 4 rate per hour.)</u>		<b>280 (hours)</b>	
<u>6.4.D.4.d Certified JAVA / .NET developer (Year 4 rate per hour.)</u>		<b>560 (hours)</b>	
<u>6.4.D.4.e Non-Certified JAVA / .NET developer (Year 4 rate per hour.)</u>		<b>560 (hours)</b>	

6.4.D.4.f Web-Developer (Year 4 rate per hour.)		<b>280 (hours)</b>	
6.4.D.4.g Business Analyst (Year 4 rate per hour.)		<b>160 (hours)</b>	
<p><u>Cost of Consulting Services:</u> Applied time for performance of services of adaptive maintenance, modifications and enhancements as defined the <i>Pro Forma</i> Contract (A.6) and Attachments. (Year 5 rate per applied labor hour, for each position, below.)</p> <p>(Note – Cost of Consulting Services in Year 5 will apply only if contract has been extended beyond the initial 3-year term as described in <i>Pro Forma</i> Contract, Sections B.1 and B.2).</p>	N/A	N/A	
6.4.D.5.a Project Manager (Year 5 rate per hour.)		<b>100 (hours)</b>	
6.4.D.5.b Component Architect (Year 5 rate per hour.)		<b>100 (hours)</b>	
6.4.D.5.c Lead JAVA / .NET developer (Year 5 rate per hour.)		<b>350 (hours)</b>	
6.4.D.5.d Certified JAVA / .NET developer (Year 5 rate per hour.)		<b>700 (hours)</b>	
6.4.D.5.e Non-Certified JAVA / .NET developer (Year 5 rate per hour.)		<b>700 (hours)</b>	
6.4.D.5.f Web-Developer (Year 5 rate per hour.)		<b>350 (hours)</b>	
6.4.D.5.g Business Analyst (Year 5 rate per hour.)		<b>200 (hours)</b>	

<p><i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i></p>	<p><b>Evaluation Cost Amount:</b> (sum of all weighted cost amounts above)</p>	
<p><b>Lowest Evaluation Cost Amount from all Proposals</b></p> <p>-----</p> <p>-</p> <p><b>Evaluation Cost Amount Being Evaluated</b></p>	<p><b>X 30</b> (RFP Section 5.1)</p> <p><b>= SCORE:</b></p>	

15. Delete RFP Attachment 6.3, Technical Proposal & Evaluation Guide, Section D, response table in its entirety and replace it with the following:

Proposal Page # (to be completed by Proposer)	Software Demonstration Items	State Use ONLY		
		Item Score	Item Weight	Raw Weighted Score
Not Applicable	<p><b>D.1 Provide a demonstration of the software's ability to meet the State's business requirements. This demonstration must include, but is not limited to, the following business functions:</b></p> <ul style="list-style-type: none"> <li>• Setting up the business rules for a new profession</li> <li>• Processing an initial license application for a professional</li> <li>• Processing an initial license application for an organization / facility</li> <li>• renewing a professional license on-line</li> <li>• renewing a license for a facility / organization</li> <li>• managing a complaint from notification through investigation</li> <li>• managing a case from attorney assignment to litigation</li> <li>• tracking disciplinary compliance</li> <li>• tracking on-line and mail-in license fees from receipt to validation</li> </ul> <p>In the event that any of the above requirements cannot be demonstrated in a live mode, the Proposer must provide an explanation; for example, the function does not currently exist within the software, and will have to be built for the State.</p>	_____	10	_____
N/A	<b>D.2 Provide a demonstration of the software's navigation, help function, error messages</b>	_____	4	_____
N/A	<b>D.3 Provide a demonstration of the software's administrative functions, including but not limited to creating a new user, table maintenance, creating, reading, updating and deleting information from the system.</b>	_____	2	_____
N/A	<b>D.4 Provide a demonstration of the software's ability to meet the State's reporting functions.</b>	_____	2	_____
N/A	<b>D.5 Provide the capability for the evaluation team to use the software system and verify the system's ability to meet the State's</b>	_____	2	_____

<b>Proposal Page #</b>  <b>(to be completed by Proposer)</b>		<b>State Use ONLY</b>		
		<b>Item Score</b>	<b>Item Weight</b>	<b>Raw Weighted Score</b>
	<b>Software Demonstration Items</b>			
	<b>business functionality.</b>			
<b>Total Item Weights and Total Raw Weighted Score</b>			<b>20</b>	
<b><u>Total Raw Weighted Score</u></b> <b>Possible Weighted Score (5 X Total Item Weights)</b>		<b>X 10</b> <i>(RFP SECTION 5.1)</i>	<b>= SCORE:</b>	

16. Delete the first paragraph of *Pro Forma* Contract Attachment D, Interface Requirements, Section D.3.1 in its entirety, and replace it with the following:

The Contractor must interface the System with the State's Imaging System.

17. Delete the Draft Project Schedule in *Pro Forma* Contract Attachment I, Section I.5, in its entirety and replace it with the following:

<b>Task Description</b>	<b>Begin Date</b>	<b>End Date</b>
Design	11/16/2004	
Construction		7/15/2005
Acceptance Test	7/18/2005	10/14/2005
Implementation – Health	10/17/2005	1/17/2006
Begin operations – Health	1/18/2006	
Implementation – Financial Institutions	10/17/2005	1/17/2006
Begin operations – Financial Institutions	1/18/2006	
Implementation – Commerce & Insurance	10/17/2005	1/17/2006
Begin operations – Commerce & Insurance	1/18/2006	

18. Delete the following sentence from *Pro Forma* Contract Attachment A, Section A.2.6.6, on page 96, in its entirety:

Allow for modification of record layout for Change of Address requests based on board/profession regulations for individual or organization.

19. Delete next-to-last paragraph of *Pro Forma* Contract Attachment A, Section A.3.3.10, in its entirety and replace it with the following:

- Specify the Attorney selected to litigate the appeal, and track Attorney Activities, consistent with A.3.3.5.
20. Delete “Transfer Class,” the 11<sup>th</sup> item in the list in *Pro Forma* Contract Attachment A, Section A.3.5.2.5, and replace it with “Transaction Class.”
  21. Delete *Pro Forma* Contract Attachment F, Section F.2.2, in its entirety and replace it with the following:
    2. State trainers will provide the training, in State facilities, for State staff located in off-site locations (e.g., Health Investigations staff in local offices).
  22. Delete Pro Forma Contract Section A.2.e in its entirety and replace it with the following:
    - e. The State will compensate the Contractor for the above phases as described in Contract Section C.3.
  23. Delete Pro Forma Contract Section A.6.a, 1<sup>st</sup> paragraph in its entirety and replace it with the following:
    - A.6.a At the State’s request, the Contractor will provide professional services to the State. Professional services may be required, for example, to analyze, design, develop, and implement additional functionality not specified in this Contract and RFP within the three Departments implemented pursuant to this contract as described in Contract Section A.2.d; or to extend the use of the Replacement RBS to additional State Departments or agencies not named in this Contract. The professional services may be provided either on or off-site, at the State’s option, and will be billed to the State on a per-hour basis. The types of professional services provided may include, but not be limited to, on-site technical support, project management, software analysis, design, implementation, and training. These services, if requested, shall be distinct from the System Support described above, in Contract Sections A.3 and A.4.b. Consulting Services may consist of any of the following: